an ejection, the plaintiff gets no additional damages. See *Morrill* v. *Minneapolis Ry.* (1908) 103 Minn. 362, 115 N. W. 395. The conductor is merely obeying a reasonable rule, *i. e.,* to eject if the proper fare or ticket is not tendered, and personally is not acting wrongfully. On the other hand, the carrier is put in the wrong by the careless act of the first conductor. See *Muckle* v. *Rochester Ry.* (1894) 79 Hun 32, 29 N. Y. Supp. 732. Hence, even where the plaintiff cannot recover on the ground of a wrongful ejection, there can be a recovery for the negligence of the first conductor in giving the wrong ticket. *Montgomery Traction Co.* v. *Fitzpatrick* (1907) 149 Ala. 511, 43 So. 136. In the instant case, the plaintiff should be allowed to recover for such injuries as were the proximate result of the negligence of the conductor who issued the transfer.

CARRIERS—PROXIMATE CAUSE—VIOLATION OF SEPARATE COACH LAW.—A statute required railroads to provide separate cars for white and negro passengers and imposed a duty upon their servants to separate such passengers. While riding in a car assigned to whites, a colored passenger committed an assault on the plaintiff. In an action against the carrier, the plaintiff was allowed to recover on the ground that, even if the assault could not have been anticipated from the mere admission of the negro to the car for whites, the violation of the statute *per se* was the proximate cause of the plaintiff's injury. *Hines, Director General of Railroads* v. *Meador* (Ark. 1920) 224 S. W. 742.

Some courts hold that such an injury is the proximate result of a violation of the separate coach law because it is a consequence which the statute sought to prevent and hence should have been anticipated by the carrier. *Texas etc. Ry.* v. *Baker* (Tex. 1916) 184 S. W. 664; see *Quinn* v. *Louisville & N. Ry.,* (1895) 98 Ky. 231, 32 S. W. 742. Other courts take the opposite view, that the violation of a separate coach law alone is not the proximate cause of such an injury. *Royston* v. *Illinois Central Ry.* (1890) 67 Miss. 376, 7 So. 320; see *Missouri etc. Ry. of Texas* v. *Brown* (Tex. 1913) 158 S. W. 259. If, as a matter of fact, the injury in the instant case could not reasonably have been anticipated in the absence of a statute, it is difficult to comprehend how the mere passage of a statute creating a duty in the carrier would increase the plaintiff's risk at the hands of a fellow passenger. Such a statute would be no more than a recognition of the fact that such an injury was likely to happen. The instant case, in allowing a recovery even if the injury was not reasonably to be anticipated, cannot be sustained on the ground taken by the court. But on policy, it cannot be denied that the imposition of civil liability upon the carrier would result in a more careful compliance with the statute. *Quinn* v. *Louisville & N. Ry., supra.*

CHATTEL MORTGAGES—EFFECT OF FOREIGN RECORDING ACT—SUBSEQUENT REMOVAL OF CHATTEL.—One Stainbrook purchased an automobile truck from the plaintiff in Colorado and gave a chattel mortgage to secure the purchase price thereof. This mortgage was recorded in Nebraska, the domicil of the mortgagor. The latter took the truck on frequent trips over the Colorado line, to dispose of his produce and to make ordinary purchases, of which the plaintiff was aware. The defendant seized the truck as a pledge for a garage bill incurred in Colorado, after having searched the Colorado records. The mortgagee now sues in replevin. *Held,* for the plaintiff. *Flora* v. *Julesburg Motor Co.* (Colo. 1920) 193 Pac. 545.

Under the recording acts of the various states, it is generally held in a domestic question that a mortgage recorded in the proper county is constructive notice to third persons in every other county of the state. *Cool* v. *Roche et al.* (1886) 20 Neb. 550, 31 N. W. 367. Similarly, the mortgagee is usually given priority of lien over subsequent lienors, such as the defendant here. *Rohrer* v.